



**RYDES HILL**

PREPARATORY SCHOOL & NURSERY

## Hiring of Facilities Booking Agreement 2023-24

<b>Hirer Name / Club:</b>		<b>Address:</b>
<b>Contact Name:</b>		
<b>Telephone Number:</b>		
<b>Contact Number for Date of Hire:</b>		
<b>E-Mail Address:</b>		
<b>Dates Required:</b>		
<b>Facilities available &amp; charges:</b>	Please tick	
Dining Hall: £30 per hour.		
Classrooms ( <i>Please indicate how many and which classrooms, if known</i> ) £18 per hour ( <i>classrooms are only available at certain times</i> )		
The Friends Hall (also known as the Gym Hall or the Main Hall): £30 per hour		
Tennis / Netball Courts: £30 per hour per court or £100 per day per court.		
Front Lawn/ Our Ladies Lawn: £20 per hour.		
Film Companies & Photo Shoots: Prices upon application.		
10% discount for families at Rydes Hill. Members of staff – speak to Head/Bursar.		

Bank Details:  
Royal Bank of Scotland  
Act: Rydes Hill School & Nursery  
Guildford  
Act: 11808199  
Sort: 162030

The Hirer and occupants must vacate the premises by 1715. Please ensure all lights are switched off after use. A utilities charge of £100 will be raised if the lights are left on. A cleaning levy of £30 per hour will be charged if the premises are left in an unsatisfactory condition.

## **TERMS AND CONDITIONS FOR THE HIRE OF RYDES HILL SCHOOL PREMISES**

All Terms and Conditions set out below must be adhered to and may not be varied without our written agreement. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for all aspects of the letting and payment of all fees or other sums due in respect of the letting.

### **Status of the Hirer**

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the School and the hirer.

Persons may have to undergo, at the discretion of the Governing Body, a criminal record check via the Disclosure and Barring Service (DBS).

If a particular letting involves contact with the School’s pupils, all personnel involved must be safeguard checked and have a current DBS check, in accordance with legislation and current DfE guidance.

These checks must be made by prior arrangement with the Bursar, with at least half a term’s notice in advance to ensure that the checks can be carried out in time.

Any adults working with the School’s pupils (for example, at an after-school sports club) must be qualified through a recognised, appropriate body.

### **Safeguarding**

At part of Rydes Hill School & Nursery Safeguarding Policy, we require all clubs and community users to confirm that all adults working with children have a current DBS Certificate and provide details of the club’s safeguarding policy. This information must be made available to the School’s Senior Leadership Team in advance of any activities being run. (SLT)

### **General**

No failure or delay by us in exercising any of our rights under this contract shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. This Contract shall be governed by the laws of England.

### **Statutory Legislation**

Rydes Hill Preparatory School & Nursery is subject to statutory regulations, without limitation, liquor licensing, Fire Regulations, Health, Safety and Environment. Clients and their guests and any associated third parties must therefore comply with these requirements as may be directed and enforced by Rydes Hill Preparatory School & Nursery. Any equipment brought to Rydes Hill School premises by you, guests or third party contractors, will be held to comply with all statutory requirements including Health & Safety regulations and to provide liability insurance, commensurate with the risks involved.

### **Priority of Use**

The Headmistress or Bursar will resolve conflicting requests for the use of the premises with priority being given to School functions at all times. Dates are confirmed. However, there may be days when these facilities are not available due to a “last minute” School function and in the event of this happening; the Bursar’s Office will give you at least two weeks’ notice.

### **Attendance**

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

### **Behaviour**

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. It is essential that the classrooms are left in exactly the same condition as they were found.

### **Public Safety**

The maximum permitted number of occupants outside of normal school hours are:

Individual classrooms	25 persons
The Friends Hall	200 persons
The Dining Hall	120 persons

The Hirer and occupants must vacate the building by 1715 unless otherwise agreed.

Prior to the event, the Hirer will be made aware of all Health and Safety and Security issues through training and / or induction. The Hirer will then be responsible for dissemination of this training / information to all supervisors of the event or letting.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety) and for keeping clear all gangways, passages and exits.

The Hirer should be aware that there is no provision for spectator facilities and within the agreement there should be no spectators allowed unless there is competition under the regulations of a

sporting or other body. In this situation, liability for any risk or harm to spectators will lie with the Hirer.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, (including the receiving and dismissal pupils/participants) and – where applicable – the Hirer must adhere to the correct adult / pupil ratios at all times.

The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hirer should be aware of all applicable public safety and security policies.

### **Own Risk**

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

### **Damage, Loss or Injury**

The School has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge. Any damage or loss not covered by public liability insurance will be charged to the hirer.

Lettings for commercial entertainment purposes will be subject to the hirer having suitable public liability insurance (evidence of which should be presented to School before the hiring).

### **Furniture and Fittings**

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

### **School Equipment**

This may only be used **if requested on the initial application form**, and if its use is approved by the School. Appropriately qualified adults must supervise the use of any equipment, which is issued and ensure its safe return. The Hirer is liable for any damage, loss or theft of School equipment they are using, and for the equipment's safe and appropriate use.

### **Grounds**

No markings may be made on the grass of the School playing fields or hard areas (e.g. car parks or playgrounds) without prior permission.

**Electrical Equipment**

Any electrical equipment brought by the Hirer onto the School site MUST comply with the Schools code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the School. The intention to use any electrical equipment must be notified on the application.

**Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

**Toilet Facilities**

Access to appropriate toilet facilities may included as part of the hire arrangement, by arrangement.

**First Aid Facilities**

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the School's resources is not available apart from the defibrillator which is located beside the ladies' toilets on the ground floor of the main building.

**Litter**

All litter must be placed in the bins provided or taken off-site. Any large quantities of rubbish (i.e., more than 1 bin liner's worth) must be removed from the School premises and correctly disposed of by the Hirer.

**Intoxicating Liquor**

No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the licensee or a senior member of staff.

**Use of Illegal drugs**

Illegal drugs and so called "legal highs" must not be brought onto and/or consumed on the premises. The Police will be notified, and all future hire requests denied.

**Gaming**

No gaming is allowed in the School, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain. Your attention is drawn to the potential requirement for a Small Lotteries Licence. Further information is available via <https://www.guildford.gov.uk/ssl>

**Smoking**

The whole of the School premises is a non-smoking area, and smoking is not permitted. This includes the car park areas. Please ensure all your guests are aware of this condition.

**Heels and Shoes**

Appropriate footwear should be worn for all indoor sporting activities. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

**Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Rydes Hill School & Nursery against all sums of money which Rydes Hill School & Nursery may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

**Sub-letting**

The Hirer shall not sub-let the premises to another person.

**Animals**

Animals are not allowed on site at any time during the hire of Rydes Hill School without prior written permission by the Bursar or Headmistress.

**Charges**

Hire charges are reviewed annually and the current charges are set out in the Booking Agreement Form.

**Payment of Charges**

Invoices will be issued in advance of an event and all payment terms must be adhered to. In the event of late payment, Rydes Hill shall be entitled to charge interest on a daily basis at 2% above base rate (Bank of England).

**Variation of Scales of Charges and Cancellations**

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Bursar on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

Should you cancel your booking within 7 days of the start date of your booking, there will be a 100% cancellation fee. If your booking is cancelled between 27 days and 8 days before the booking a 50% cancellation fee will incur.

**Termination**

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate the Contract by giving notice in writing to you or your representatives.

**Security and Cleaning of Facilities**

The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. It is the hirer's

responsibility to clean the premises after its use. If the premises is not cleaned to the School's satisfaction the hirer will be charged a cleaning fee.

Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headmistress or the Bursar.

The Hirer will only have rights of access to those parts of the building described in the lettings' agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

### **Right of Access**

The School reserves right of access to the premises during any letting. The Headmistress, Bursar or authorised members of the School Staff may monitor activities from time to time.

### **Conclusion of the Letting**

You will be responsible for ensuring the venue is left in the same condition as prior to the booking. Any damage to the venue will result in a charge to remedy the damage. Rydes Hill accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by your or your guests. The use of Rydes Hill's facilities is restricted to the facility booked and when on site external parties must be restricted to the areas hired by the hirer.

### **Vacation of Premises**

The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

### **Emergency Evacuation**

All hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these. In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members and staff of the group involved. They should follow the usual emergency evacuation procedures and meet at the designated assembly points. The incident will be managed by the member of School staff on duty and the Hirer should follow the instructions of the incident manager.

Following an emergency evacuation, there should not be a return to the building until an "all clear" has been given by the incident manager. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

### **Data Protection Privacy Notice**

Our address is [finance@rydeshill.com](mailto:finance@rydeshill.com) or Rydes Hill School, Aldershot Road, Guildford, Surrey, GU2 8BP



## RYDES HILL

PREPARATORY SCHOOL & NURSERY

Our processes, purpose and legal basis for collecting your personal data on the Facilities Booking Agreement are (where C=Consent, X=Contract, S=Statutory, V=Vital Interests, L=Legitimate Interests)

- To produce hirer records and contact information (X,L)
- For the purposes of safeguarding (L)

The data will be stored for 7 years from the contract date. After which it will be destroyed.

- Rydes Hill School Guildford provides you with rights to access, rectify and erasure of your personal data; and to restrict or object to processing, and to make your data portable. You have the right to lodge a complaint with a supervisory authority (e.g. ICO).

**I hereby agree to the Terms & Conditions and I have read and understood the Rydes Hill School Safeguarding Policy together with the Lettings & Hire Charge Policy.**

**Signed:**

**Print Name:**

**Date:**

**Please return the completed form, payment and a copy of your public liability insurance policy to the Bursary.**

**Signed:**

**Bursar**

**Date:**